

LEASE AMENDMENT AGREEMENT

THIS LEASE AMENDMENT AGREEMENT is made and entered into in Warrenton, Virginia this _____ day of _____ 2004, by and between **FAUQUIER COUNTY** and the **FAUQUIER COUNTY SCHOOL BOARD**.

RECITALS

Whereas, on July 1, 1999, the Board of Supervisors and School Board entered into a lease of a portion of 320 Hospital Drive for administrative offices for the School Board; and

Whereas, on June 30, 2003, the aforesaid lease and the First Amendment thereto expired; and

Whereas, the School Board and Board of Supervisors wish to enter into a new lease; now, therefore,

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN and in the aforesaid Lease Agreement, the Board of Supervisors and School Board agree as follows:

(1) **Paragraph 1** of the Lease is modified to read as follows:

The Landlord leases to the Tenant, and the Tenant leases from the Landlord, approximately 7,500 square feet of usable space (exclusive of common areas of the building) located at 320 Hospital Hill Drive, Warrenton, Fauquier County, Virginia 20186, and more particularly described as: 7,500 square feet on the fourth floor (the "premises"), together with and the nonexclusive right to use the common areas of the building and all parking areas, for a term of one (1) year (or until the term shall sooner cease or be terminated under the provisions of this lease) to commence on June 30, 2004. The term shall end at 11:59 P.M. on that date which is one (1) year following the lease commencement date, June 20, 2005. The annual rental for the premises for the first lease year shall be One Hundred Thirty Five Thousand Four Hundred Eighty Eight and 28/100-- Dollars (\$135,488.28), based on a rental rate of \$16.00 per usable square foot, which the Tenant covenants to pay to the Landlord at its principal office at 40 Culpeper Street, Warrenton, VA 20186, in equal monthly installments of Eleven Thousand Two Hundred Ninety and 69/100-- Dollars (\$11,290.69) in advance, by the tenth day of each month during the term. The first monthly installment of rent, prorated on a per diem basis, shall be due on the lease commencement date.

(2) **Paragraph 18** of the Lease is modified to read as follows:

The Tenant shall have the option to renew this lease for four (4) further periods of one (1) year each from the date of the expiration hereof provided the Tenant gives such notice of renewal in writing to the Landlord at least ninety (90) days prior to the expiration date of the then effective term of this lease. In the case of any such renewal, all terms and conditions of this lease shall prevail and continue between the parties with the exception that the annual rental for the premises shall be adjusted upward or downward, as the case may be, based upon any increases or decreases in the United States Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners (CPI-U) from the effective date of this lease to the time of such renewal; however, in no case shall such adjustment total to more than plus or minus three percent (3%) in any one year period.

(3) **Paragraph 23** of the Lease is modified to read as follows:

Upon termination, the Lease shall not be renewed if required for any of the purposes mentioned in Title 15.2 of the Code of Virginia, 1950, as amended, and at the termination of the Lease, all improvements erected upon the premises shall revert to the County and shall be free and clear of any encumbrances at the time of such reversion.

All other terms and provisions of the Lease shall remain in full force and effect.

Witness the following signatures and seals:

**FAUQUIER COUNTY BOARD OF
SUPERVISORS**

by _____
Harry Atherton, Chairman

FAUQUIER COUNTY SCHOOL BOARD

by _____
Bronwyn H. Lambelet, Chairman